

Sponsorship Opportunity
Kentucky Department of Travel
2010 Kentucky Official Highway Map

Section I
General Information

A. Purpose of this Document

This sponsorship opportunity is issued in accordance with 200 KAR 5:080. The purpose of this document is to solicit responses for a sponsorship for advertising on the 2010 Kentucky Official State Highway Map.

B. Commitment of The Kentucky Department of Travel

In return for the proposed sponsorship, the Kentucky Department of Travel will promote its partnership with the selected sponsor through ad space on the 2010 Kentucky Official State Highway Map.

C. Submission Dates

Responses shall be delivered by 5:00 p.m. (EDT), Tuesday, October 25, 2009 to:

Kentucky Official Highway Map Sponsorship
c/o Tim Pollard, Executive Director, Office of Finance
Tourism, Arts and Heritage Cabinet
500 Mero Street, 24th Floor
Capital Plaza Tower
Frankfort, Kentucky 40601

D. Inquires

Contacts with agents of the Commonwealth for information concerning response procedures shall be limited to the representative listed below. All communications, oral, written (regular, express, electronic mail, or fax), concerning this document shall be addressed to:

Tim Pollard, Executive Director, Office of Finance
Tourism, Arts and Heritage Cabinet
500 Mero Street, 24th Floor
Capital Plaza Tower
Frankfort, Kentucky 40601
(502) 564-4270, extension 124
Tim.Pollard@ky.gov

It should be understood that any verbal representations made or assumed to be made during any oral discussions are not binding on the Kentucky Department of Travel or the Commonwealth of Kentucky.

E. Verification/Clarification of Information

The Kentucky Department of Travel may request verification/clarification documentation from the Sponsor of any information provided in its response.

F. Cost of Preparing Response

Costs for developing the response are solely the responsibility of the Sponsor. The Kentucky Department of Travel shall provide no reimbursements for such costs.

G. Cancellation

The Kentucky Department of Travel may, upon a thirty-day (30) written notice to the Sponsor terminate this agreement completely or in part, for convenience or for default. In such event, all documents, data, studies, and reports prepared for Kentucky Department of Travel under the Award shall become its property. Any equipment, goods or services remaining may be paid back to the vendor, unless for default. In the event that the Award is terminated for default, the Sponsor shall forfeit their equipment or goods to the Kentucky Department of Travel.

Pursuant to KRS 45A.105 the Kentucky Department of Travel reserves the right to cancel or reject responses that are deemed not to be in the best interest of the Commonwealth of Kentucky.

Section II **Sponsorship Information**

The Kentucky Department of Travel offers this print sponsorship for placement of ad content on the 2010 Kentucky Official Highway Map. Over one million copies of the map are printed each year and distributed to our visitors at the eight (8) Kentucky Welcome Centers, Rest Areas, and all inquiry request packets. Through this sponsorship opportunity, up to four (4) sponsors may receive space in the 2010 Kentucky Official Highway Map with ad space for each of 3.5" x 4.25". Selected sponsors shall provide ad content in Camera Ready Format.

Section III

Sponsorship Requirements

A. General Information

The Kentucky Department of Travel in Frankfort, Kentucky currently wishes to solicit a sponsor for the 2010 Kentucky Official Highway Map.

Section IV

Statement of Sponsorship

A. General Nature of Proposed Sponsorship

The Kentucky Department of Travel is an agency of the Commonwealth of Kentucky. As such, it must comply with applicable state laws, regulations and procedures as they relate to donations, sponsorships, procurement and other acquisitions.

Section V

General Conditions

A. Sponsor's Responsibilities during the Award Term

1. Potential Sponsors will provide funding for placement of ad content on the 2010 Kentucky Official Highway Map.

B. The Kentucky Department of Travel's Responsibilities during the Award Term

1. Use of the Sponsor's name, image and/or logo in publications or other related materials during the term of this contract, providing that it directly relates to this sponsorship with the Kentucky Department of Travel as described herein.

C. Modifications to Award

Any modifications to the Award shall be in writing and processed through the Kentucky Department of Travel's Purchasing representative as identified herein.

D. Disputes

Except as otherwise provided in this document, a question or act arising under the Award which is not disposed of by mutual agreement shall be decided by the Finance and Administration Cabinet of the Commonwealth of Kentucky.

Pending final determination of any dispute hereunder, the Sponsor shall proceed diligently with the performance of the Award and in accordance with the Finance and Administration Cabinet.

This section does not preclude consideration of legal questions in connection with the decision provided for above, provided that nothing in the Award shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

E. Forums and Venue

This Award shall be construed according to the laws of the Commonwealth of Kentucky. Any legal proceedings against the Commonwealth regarding any resultant Award shall be brought in Commonwealth of Kentucky administrative or judicial forums. Venue will be in Franklin County, Commonwealth of Kentucky.

F. Employment Practices

The Sponsor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliations, or handi-cap. The Sponsor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age, (except as provided by law), marital status, political affiliation, or handicap. Such action shall include, but is not limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Sponsor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this clause.

The Sponsor shall, in all solicitations or advertisements for employees placed by or on behalf of the Sponsor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, (except as provided by law), marital status, political affiliation, or handicap, except where it relates to a bona fide occupational qualification.

The Sponsor shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementation rules and regulations prescribed by the Secretary of Labor and with Title 41, Code of Federal Regulations. The Sponsor shall comply with related Commonwealth laws and regulations.

The Sponsor shall comply with regulations issued by the Secretary of Labor of the United States in Title 20, Code of Federal Regulations, Part 741, pursuant to the provisions of Executive Order 11758 and the Federal Rehabilitation Act of 1973.

The Sponsor shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended and the Kentucky Civil Rights Act.

G. Certificate of Authority

The Sponsor or Sponsors deemed most susceptible for award shall furnish a copy of the official documentation, such as certificate of authority and/or appropriate filing of certificate of assumed name, which authorizes the vendor to conduct business in the Commonwealth of Kentucky as a domestic or foreign corporation or other recognized business entity, prior to contract award. The Commonwealth reserves the right to verify any information provided prior to contract award. Furthermore, a failure to maintain any and all required proper authorization to conduct operations in Kentucky under the specified business name of the vendor during the life of any contract awarded may be deemed a breach of contract by the vendor and treated accordingly by the Commonwealth.

Section VI **Technical Response Format**

A. Responsiveness

In order to be considered for selection, responses submitted by the Sponsor shall be completely responsive to this document. All conditions printed herein are hereby made a part of the conditions under which the response is submitted and shall be incorporated into any Award on this project. Further, the contents of a response shall become part of any Award resulting from that response.

B. Technical Response

The technical Response is requested to be brief and concise and should include the following:

- Signed solicitation cover page
- Title Page with contact information
- Table of Contents (if applicable)
- Any deviations from stated requirements
- Sponsor Response to Evaluation Criteria
- Acknowledgement of all addenda
- Notarized Attachment A
- Sworn Statement Regarding Campaign Finance
- Sponsorship Response

Section VII
Technical Response Evaluation

The Kentucky Department of Travel shall evaluate all technical responses in accordance with KRS 45A.695. Each response shall be evaluated as follows:

Responsiveness to Solicitation and Background **40 points**

Prospective sponsors shall be evaluated based upon the type of business and the impact the business has on the travel industry within the Commonwealth. We reserve the right to reject any sponsorship proposals that are deemed to not be in the best interest of the Commonwealth of Kentucky.

Sponsorship Response **60 points**

Level of Funding Offered

Total Points **100 points**

Three (3) copies of the technical response are requested to be delivered in a clearly marked, sealed envelope to: Tim Pollard, Executive Director, Office of Finance, Tourism, Arts and Heritage Cabinet, 500 Mero Street, 24th Floor, Capital Plaza Tower, Frankfort, Kentucky 40601. The technical Response shall be evaluated and scored by Kentucky Department of Travel evaluation committee. Total maximum score on the technical Response is 100 points.

ATTACHMENT A

Solicitation #: _____

REQUIRED AFFIDAVIT FOR BIDDERS OR OFFERORS

- A. In accordance with the provisions of KRS 45A.110 and KRS 45A.115, each bidder or offeror shall swear or affirm under penalty of perjury that:
- (1) neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky, and
 - (2) the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
- B. I hereby swear and affirm under penalty of perjury that the entity bidding is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state; is duly registered with the Kentucky Secretary of State to the extent required by Kentucky law; and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.
- C. I hereby swear and affirm under penalty of perjury that the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
- D. I hereby swear and affirm under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

I have fully informed myself regarding the accuracy of the statements made above.

SIGNATURE

Printed Name

Title

Date

Company Name _____

Address _____

STATE OF _____)

COUNTY OF _____)

SUBSCRIBED AND SWORN TO AND ACKNOWLEDGED before me personally by
_____ on this the ____ day of _____, 2009.

NOTARY PUBLIC, STATE AT LARGE

Commission expires: _____

**COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
SWORN STATEMENT REGARDING CAMPAIGN FINANCE LAWS
PURSUANT TO KRS 45A.110 AND KRS 45A.115**

The undersigned hereby swears or affirms, under the penalty prescribed by law for perjury, that neither he/she, individually, nor, to the best of his/her knowledge and belief, the corporation, partnership, or other business entity which he/she represents in connection with this procurement has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky, and that the award of contract to him/her, individually, or to the corporation, partnership or other business entity which he/she represents, will not violate any campaign finance laws of the Commonwealth.

BIDDER/OFFEROR:

(Signature)

(Title)

(Name of Company)

STATE OF _____)

COUNTY OF _____)

SUBSCRIBED AND SWORN TO AND ACKNOWLEDGED before me personally by

_____ on this the ____ day of _____,

2009.

NOTARY PUBLIC, STATE AT LARGE

Commission expires: _____